

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

4KIDS ENTERTAINMENT, INC.,

Plaintiff,

-against-

FOX BROADCASTING COMPANY,

Defendant.

No. 08 Civ. 4865 (GBD) (AJP)
ECF Case

INITIAL DISCLOSURES

Pursuant to Rule 26(a)(1) of the Federal Rules of Civil Procedure and the Local Civil Rules of this Court, plaintiff 4Kids Entertainment, Inc. ("4Kids"), by and through its counsel, Kaye Scholer LLP, hereby makes the following initial disclosures in the above-captioned action. These disclosures are based on information currently available to plaintiff and are made without waiving any statutory or common law privilege, including the attorney-client and work product privileges, or any objection as to relevance, materiality or admissibility of information provided herein in this action or in any other action or proceeding. Plaintiff expressly reserves its right to revise, correct, supplement, amend or clarify the disclosures set forth herein, consistent with the Federal Rules of Civil Procedure.

A. Individuals Likely to Have Knowledge of Discoverable Facts

Plaintiff believes that the following individuals are likely to have knowledge of discoverable facts that it may use to support its claims or defenses.

1. Daniel Barnathan, 53 W. 23rd St, New York, NY 10010 (advertising, clearances, preemptions)
2. Laura Cohen, 53 W. 23rd St, New York, NY 10010 (programming and scheduling matters).

3. Norman Grossfeld, 53 W. 23rd St, New York, NY 10010 (programming, scheduling and non-legal contractual matters).

4. Jeff Blankman, 53 W. 23rd St, New York, NY 10010 (programming and scheduling matters).

5. Samuel Newborn, 1414 Avenue of the Americas, New York, N.Y. 10019 (legal and contractual matters).

B. Documents

Documents which may be used to support plaintiff's claims or defenses include, but are not limited to, the following categories of documents: (i) the contract between the parties and amendments to the contract; (ii) communications between the parties relating to the contract; and (iii) correspondence, emails and other communications concerning programming, scheduling, clearance rates, preemptions and advertising. The documents are located at the offices of 4Kids.

C. Computation of Damages

It is premature at this time for plaintiff to provide a full and complete computation of its damages. While reserving all of its rights to amend any such computation of damages, plaintiff states that, with respect to Count 1 of its complaint, it is seeking a declaratory judgment and not the award of any monetary damages. However, to the extent that 4Kids has alleged that it is entitled to at least an \$11.1 million reduction in fees that it has already paid FOX for the 2002-03 through 2006-07 Broadcast Seasons, that fee reduction was computed in accordance with the formula provided for in paragraph 3 of the parties' contract and such computation was previously supplied to defendant prior to the commencement of this litigation. Computation of damages with respect to plaintiff's claim for damages under Count 2 of its Complaint is based

on, among other things, 4Kids' lost advertising revenue and lost merchandising revenue caused by FOX's failure to achieve the 90% Network Clearance for each Broadcast Season from 2002-03 through 2006-07 and its failure to broadcast 4Kids' programming "in pattern." 4Kids has not yet quantified the amount of such damages.

D. Insurance Agreement

Plaintiff is unaware of any insurance agreement under which any person carrying on an insurance business may be liable to satisfy part or all of a judgment which may be entered in this action or to indemnify or reimburse for payments made to satisfy the judgment.

Dated: August 6, 2008
New York, New York

KAYE SCHOLER LLP

By: /s/ Fred W. Yerman
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